

PART 2

SPECIFICATIONS

SPECIAL PROVISIONS

WASHINGTON STATE FERRIES

M. V. KITTITAS DRYDOCKING

CONTRACT NO. 00-6330

SPECIAL PROVISIONS

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WASHINGTON STATE FERRIES

M. V. KITTITAS DRYDOCKING

CONTRACT NO. 00-6330

SPECIAL PROVISIONS

The following Special Provisions are to be used in conjunction with Division 1 of the 2002 Standard Specifications for Road, Bridge, and Municipal Construction of the State of Washington - English (hereafter called "Standard Specifications"), as amended. The Standard Specifications and the following Special Provisions are hereby made a part of this Contract.

The following Special Provisions shall supersede any conflicting provisions of the Standard Specifications.

1. DESCRIPTION OF WORK

The Contract Work consist of the following repairs to the ferry M.V. KITTITAS: U.S. Coast Guard Credit drydocking; drop and inspect both rudders; rebuild and install new shaft seals and liners; install new propeller hubs; spot prep and paint vessel's hull and superstructure; install new rescue boats, davits and Marine Escape Slides; and other related work, as specified in the IFB Technical Specification. The Vessel is 328'0" x 78'8", and carries 130 vehicles and 1200 passengers. All of the work must be performed within Puget Sound, Washington during the period of April 22 - May 24, 2002.

The M.V. Kittitas is currently on the Mukilteo/Clinton route. Interested parties are encouraged to inspect the Vessel. Arrangements for the inspection must be made through David Black, WSF Marine Operations Manager, at (206) 515-3454.

2. CONTRACT WORK SCHEDULE

The Vessel is an operating unit of Washington State Ferries (WSF), and this Contract is a link in the maintenance schedule chain. As such, Time is of the Essence, and the work shall be performed within the following schedule:

- **Delivery Date – April 22 , 2002.**
- **Redelivery Date – May 24, 2002.**

1 WSF shall deliver and take redelivery of the Vessel at the Contractor's facility within
2 normal working hours. Should tug services be required to assist the Vessel through
3 navigation channels or into lifting facilities, they shall be provided at the Contractor's
4 expense.

5
6 At any time the Contractor anticipates difficulty in meeting the requirements specified
7 herein or anticipates difficulty in complying with the Contract work schedule dates, the
8 WSF Inspector shall be immediately verbally notified, followed by a letter stating the
9 pertinent details. Receipt of this notification shall not be construed as waiver of the
10 Contract or schedule requirements.

11 12 13 **3. CONFERENCES AND ADMINISTRATION**

14
15 The Contractor shall provide a conference room adequate in size to accommodate 5-7
16 WSF representatives and as many Contractor representatives as considered necessary
17 by the Contractor.

18
19 Upon award of the Contract and prior to the Vessel's arrival, a Pre-arrival Conference
20 shall be scheduled by the WSF Representative. The purpose of the Conference is to
21 discuss the specifications for the Contract, any unusual conditions, the Contractor's plan
22 for the work, the schedule of tests and inspections and any other pertinent items that
23 will result in a better understanding of the project.

24
25 Upon Vessel arrival at the Contractor's facility, WSF will conduct an Arrival
26 Conference aboard the Vessel. The Contractor's Ship Superintendent assigned to the
27 Vessel, WSF's Vessel Staff Chief Engineer and appropriate WSF personnel shall attend
28 the Conference. The purpose of the Conference is to discuss last minute details and
29 arrangements.

30
31 The Contractor shall provide office space and furniture for two (2) WSF Inspectors
32 adjacent to the Vessel. The office shall have phone service with three (3) direct outside
33 lines, including toll-free access to Seattle and vicinity. Phone lines shall not be directed
34 through a switchboard and shall have touch tone service, if available. One line will be
35 used for a computer modem and shall be suitable for high speed data transfer.

36
37 The Contractor shall provide four (4) reserved parking spaces adjacent to the WSF
38 Inspector's office or within reasonable distance. The parking spaces shall be marked
39 WSF/Kittitas.

1
2 **4. WORK PROGRESS SCHEDULE AND REPORTS**
3

4 The Contractor shall prepare a Work Progress Schedule as described below and submit
5 it to the WSF Inspector at the Pre-arrival conference.
6

7 A. For each work item, identify the start and completion dates of the major events in
8 each work item.
9

10 B. Show the relationship between work items and identify the critical path of the
11 project.
12

13 C. List and identify the scheduled date and time of each test and inspection occurring
14 for each work item, if required.

15 The Work Progress Schedule shall be updated and submitted to WSF on a weekly
16 basis.

17 The contractor shall submit written reports to the WSF Inspector identifying labor or
18 material, in addition to that described by the specifications, that are necessary to
19 complete a work item.
20
21

22 **5. TESTS AND INSPECTIONS**

23 The Contractor shall arrange for the attendance of WSF and Coast Guard (USCG)
24 Inspectors to witness the tests and inspections as required.

25 The Contractor shall provide copies of the tests and inspections results to the WSF
26 Inspector upon completion of each test or inspection.
27
28

29 **6. CHANGE ORDERS**
30

31 No change in work under this Contract shall be made unless a Change Order is issued
32 before such change is made or additional work is performed.
33
34

35 **7. TIME AND MATERIAL WORK**
36

37 A report of time and material expended for work performed on a time and material
38 basis shall be submitted daily to, and approved by, the Engineer in charge of the work.
39 Time charges shall be Contractor's hourly billing rate and material charges at invoiced
40 cost plus mark-up as allowed in the current Standard Specifications and the Bid Form.
41
42

1 **8. DISPOSITION OF REMOVED EQUIPMENT AND SCRAP**

2
3 Unless otherwise provided, any equipment removed from the Vessel shall be and
4 become the property of WSF and shall be disposed of in such manner as WSF may
5 direct. Such equipment shall be stored by the Contractor without charge to WSF.
6 Scrap and/or salvage to be removed from the Vessel during the period of work shall be
7 and become the property of the Contractor unless provided otherwise herein. The value
8 of such scrap shall be taken into consideration by the Contractor in making its bid under
9 this Contract.

10
11
12 **9. REMOVALS**

13
14 Should the Contractor require the removal of any parts of the Vessel, her fittings,
15 machinery or part thereof, such removal is to be accomplished by the Contractor. All
16 such removals shall be replaced by him to the satisfaction of WSF's representative.
17 Any damage resulting from such removal shall be rectified at the expense of the
18 Contractor.

19
20
21 **10. CLEAN UP**

22
23 The Contractor shall at all times keep the work site free of accumulation of waste
24 material or rubbish caused by its employees or by work, and at the completion of work
25 shall remove all rubbish from and about the site of work and shall leave the work and
26 its immediate vicinity, "broom clean" or equivalent unless otherwise more exactly
27 specified.

28
29
30 **11. ASBESTOS WARNING**

31
32 The Vessel may contain asbestos-containing material that might be disturbed during
33 repairs. If asbestos is found and was not included in WSF's scope of work, it is the
34 Contractor's responsibility to immediately notify WSF. All abatement and disposal of
35 asbestos not included in the original scope of work will be the subject of a negotiated
36 Change Order.

37
38
39 **12. LOCATION WHERE WORK IS TO BE PERFORMED**

40
41 It is the intent of this Contract that the work be done at the plant of the Contractor, and
42 said Contractor shall furnish drydock facilities during the period of performance of the
43 work, entirely at its expense.
44
45

1 **13. SECURITY**

2
3 The Contractor shall be responsible for the security of all WSF-owned property
4 (including, but not limited to the Vessel) and third-party owned property aboard the
5 Vessel, during the Contractor's possession of such property.
6
7

8 **14. WORKMANSHIP AND INSPECTION**

9
10 Unless otherwise specifically provided in the Plans or Specifications, all workmanship,
11 equipment, materials, articles and all operational practices of the Contractor used in the
12 performance of this Contract shall be in accordance with United States Coast Guard
13 rules and the best commercial marine practice and of a suitable and corresponding
14 grade in their respective kinds. Where equipment, material or articles are referred to in
15 the Specifications as "equal to" any particular standard, the Project Engineer in charge
16 of work shall decide the question of equality, only after written application for
17 substitution is made by Contractor.
18
19

20 **15. COOPERATION WITH OTHER CONTRACTORS AND / OR**
21 **EMPLOYEES**

22
23 WSF shall be permitted to: (1) employ any of its employees, officers, crew or direct
24 labor subcontractors or other personnel in any work any time aboard the Vessel, or (2)
25 direct any of its concessionaires to accomplish certain concession-related work aboard
26 the Vessel; provided that the Contractor will have previously received notification, and
27 such work does not materially interfere with the performance of the Contract Work by
28 the Contractor. WSF shall not be required to pay to the Contractor any penalty,
29 premium or other sum for the exercise of this right.
30

31 If the Contractor enters into an independent agreement with a State concessionaire to
32 accomplish certain Other Work aboard the Vessel, within the term of this Contract, the
33 Contractor service and labor rates for such independent agreement shall not exceed the
34 corresponding rates under this Contract.
35

36 Other Work Contractors and/or employees, if any, aboard the Vessel will ensure that
37 their work activities do not interfere with the Contractor. The Contractor is advised to
38 familiarize himself with Sections 1-05 and 1-08 of the Standard Specifications.
39
40

1 **16. INSURANCE**

2
3 The Contractor shall obtain and keep in force insurance as described in the current
4 Standard Specifications. Additionally, the Contractor shall require the tug service
5 operator to carry Tower's Legal Liability to indemnify WSF against any direct or
6 indirect damage to the Vessel that occurs while the Vessel is in the care, custody and
7 control of the tug service operator. Prior to WSF's execution of the Contract, the
8 Contractor must provide WSF Certificates of Insurance evidencing such coverage.
9

10
11 **17. CONTRACT SECURITY**

12
13 As required by RCW 39.08, a bond and or alternate form(s) of security shall be
14 provided by the Contractor in an amount adequate to protect on hundred percent
15 (100%) of WSF's exposure to loss associated with the Contract.
16

17 **NOTE:** All proposed alternate form(s) of security must be delivered to the WSF
18 Contracts Coordinator for approval no later than five (5) working days
19 before the scheduled Bid Due Date. If WSF and the Contractor cannot
20 agree as to the security prior to such date, WSF reserves the right to
21 reject the proposed security.
22

23 For this Contract, WSF's exposure to loss has been determined to be as follows:
24

25 PERFORMANCE EXPOSURE	55% of Contract Amount
26	
27 PAYMENT EXPOSURE	45% of Contract Amount
28	
29 TOTAL EXPOSURE	100% of Contract Amount
30	

31 Accordingly, when returning the signed Contract to WSF, the Contractor shall also
32 provide one of the following types of security:
33

34 A. A signed Contract Bond to protect WSF's payment and performance exposure,
35 equal to 100% of the Contract amount.
36

37 **- OR -**
38

39 B. Approved alternate forms of security and/or Contract Bond to protect WSF's
40 performance exposure, totaling 55% of the Contract amount; plus a payment
41 bond to protect WSF's payment exposure equal to 45% of the Contract amount,
42 or alternate procedures governing reduced payment exposure (see below).
43

44 Reduced Payment Exposure: WSF requires protection against the
45 Contractor's failure to pay taxes and other governmental obligations

1 related to this Contract, wage rates required by law, all laborers,
2 mechanics, subcontractors, agents, materialmen and others who have
3 provided services and materials for work under the Contract. This
4 protection may be proved in one of two forms:

- 5
6 1. The first form has been specified above, namely furnishing a
7 Payment Bond in the required amount.
8
- 9 2. Alternatively, the Contractor may choose to receive 100%
10 payment (without interest) after WSF has accepted the Contract
11 work, the lien claim period has passed, any liens filed under
12 RCW Chapter 60.28 have been settled, and all releases from
13 other State of Washington agencies have been received, thereby
14 eliminating WSF's payment exposure.
15

16 The Contract and Payment Bonds shall be upon the forms furnished by WSF, and
17 signed by an approved surety or sureties. The surety shall be registered with the
18 Washington State Insurance Commissioner, and the surety's name shall appear on the
19 current Authorized Insurance Company List in the State of Washington published by
20 the Office of the Insurance Commissioner. A sample of the Contract Bond form is
21 enclosed. A sample Payment Bond form will be provided upon request.
22

23 If the Contractor chooses the alternate to the Payment Bond (i.e., 100% delayed
24 payment), a signed letter so stating shall be returned to WSF with the signed Contract
25 and performance security.
26

27 Alternate Forms of Security: In addition to the payment protection specified above, the
28 following alternate forms of contract security are acceptable if they provide protection
29 in an amount at least equal to WSF's exposure to performance loss, meet all legal
30 requirements for effectiveness and authenticity, and meet all of the special requirements
31 set forth below:
32

- 33 A. Certified Check;
- 34
- 35 B. Cashier's Check;
- 36
- 37 C. Irrevocable Bank Letter of Credit.
38

39 Specific Requirements for Alternate Forms of Security: In addition to meeting any
40 special requirement contained herein, alternate forms of contract security will be
41 subject to the following requirements:
42

1
2 A. Certified Check
3

- 4 1. Must be issued by a bank which is a qualified public depository under
5 RCW 39.58.010; and
6
7 2. Will be deposited as directed by the Contractor at the time of Contract
8 execution, with the options specified in Washington Administrative
9 Code (WAC) 82-32-010.
10

11 B. Cashier's Check
12

- 13 1. Must be issued by a bank which is a qualified public depository under
14 RCW 39.58.010; and
15
16 2. Will be deposited as directed by the Contractor at the time of Contract
17 execution, with the options specified in WAC 82.32.010.
18

19 C. Irrevocable Bank Letter of Credit
20

- 21 1. Must be issued by a bank which is a qualified public depository under
22 RCW 39.58.010; and
23
24 2. If at any time during the Contract or warranty period, as applicable, the
25 issuing bank fails to meet the standards specified in (a) of this
26 subsection, the Contractor shall inform WSF of such event, and shall,
27 within ten days, substitute an Irrevocable Letter of Credit from a bank
28 which meets the standards specified in (a) of this subsection; and
29
30 3. Must be in the form approved by WSF. To obtain such approval, the
31 Contractor shall submit a proposed Irrevocable Letter of Credit to WSF's
32 Contracts Coordinator for approval at least ten (10) days prior to the Bid
33 Due Date. WSF, in its sole discretion, may approve or reject the
34 proposed Letter of Credit, or may suggest changes in it which will make
35 it acceptable, provided the Contractor and its bank concur with such
36 changes, in writing, prior to the Bid Due Date.
37

38 Duration of Security: Notwithstanding the warranty coverage requirements herein, the
39 bond(s) and/or alternate form(s) of security shall remain in effect from the date of
40 Contract execution until WSF acceptance of the Contract work. Forms of security that
41 protect payment exposure shall additionally stay in effect until the lien claim period has
42 passed, any liens filed under RCW Chapter 60.28 have been settled, and all releases
43 from other State of Washington agencies have been received.
44

1 Warranty Coverage: The Contract security provided by the Contractor shall ensure that
2 WSF receives warranty coverage for all losses resulting from any defects in material
3 and workmanship for the period beginning on the date of redelivery of the Vessel to
4 WSF and ending one year after that date.

- 5
6 • Contract Bond: Warranty coverage under a contract bond shall be
7 specified in the bond and shall equal ten percent (10%) of the penal sum
8 of the bond.
- 9
10 • Alternate Forms of Security: Warranty coverage under alternate forms
11 of security shall be at least as effective in protecting WSF as that
12 contained in WSF's standard contract bond and thus shall equal at least
13 ten percent (10%) of the performance exposure amount plus ten percent
14 (10%) of the payment exposure amount, as specified herein. During the
15 period from redelivery of the Vessel to WSF through WSF acceptance of
16 the Contract, existing alternate forms of Contract security for
17 performance exposure shall suffice for such warranty coverage.

18
19 Replacement Bond Option: As an alternative to the warranty coverage described
20 above, the Contractor may, for the period beginning on the date of redelivery of the
21 Vessel to WSF and ending one year after that date, provide a replacement
22 (maintenance) bond pre-approved by WSF. The bond shall equal to at least ten percent
23 (10%) of the performance exposure amount plus ten percent (10%) of the payment
24 exposure amount, as specified herein. The completed replacement bond must
25 submitted to WSF prior to the release of any Contract security.

26 Prohibition of Double Security: Assets used to secure one form of Contract security
27 shall not also be used to secure another form of contract security on the Contract.

28
29 Delivery of Contract Security to WSF: All forms of initial Contract security shall be
30 submitted to WSF no later than the due date for return of the signed Contract to WSF;
31 thereafter, any WSF-approved substitute Contract security must be submitted to WSF
32 prior to release of any pre-existing Contract security. Security for warranty coverage
33 after WSF acceptance of the Contract work must be submitted to WSF no later than
34 WSF acceptance of the Contract work, and prior to the release of any Contract security.

35
36 If the Contractor chooses the alternative to the payment bond (i.e. delayed payments) a
37 signed letter so stating shall be submitted to WSF with the signed Contract and
38 performance security.

1 **18. ENVIRONMENTAL PROTECTION**

2
3 In addition to the applicable portions of Division 1-07.5, Wildlife, Fisheries, and
4 Ecology Regulations, the following shall apply:

5
6 Due to possible deleterious effects of pressure washing, grit blasting and coating, and in
7 an effort to minimize nuisance conditions to the surrounding environment, containment
8 measures shall be taken to contain, recover and/or properly dispose of waste water and
9 debris generated during preparation and coating operations.

10
11 In accomplishing the work required by these Specifications, the Contractor shall at all
12 times comply with all local, state and federal laws and regulations concerning the
13 protection of the environment.

14
15 **A. Air Quality**

16
17 The work shall be in compliance with Washington Administrative Code (WAC)
18 173-445, which prohibits the use of sand for outdoor abrasive blasting and
19 requires enclosure of outdoor areas being blasted.

- 20
21 1. The Contractor shall not use sand for grit blasting on the exterior of the
22 Vessel. The Contractor shall not use industrial slag if it contains any
23 hazardous substances, including but not limited to lead and arsenic. If
24 the contractor chooses to use industrial slag for blasting, test results
25 showing that the material does not contain any hazardous substances
26 shall be submitted prior to the start of work. The state Dangerous Waste
27 Regulations (Chapter 173-303 WAC) shall be utilized to determine if a
28 substance is designated hazardous or not. Less than one percent (by
29 mass) of the blast grit shall be able to pass through a No. 200 sieve.
30
31 2. During grit blasting operations on the exterior of the Vessel, the work
32 area shall be enclosed on all four sides with tarps or other flexible
33 material. The exception is when the Vessel is being blasted on a floating
34 dry dock, in which case the ends of the dry dock shall be enclosed.
35 Seams shall be sealed and entry ways partially sealed. Negative air
36 pressure is not required. The contractor shall minimize the escape of
37 dust and other material which could create a deleterious environmental
38 or nuisance condition. The contractor shall recover all spent blast grit
39 and paint debris.

40
41 **B. Water Quality**

42
43 The work shall be in compliance with Chapter 90.48 RCW (Water Pollution)
44 which prohibits the introduction of pollutants to waters of the State.
45

See Section 3.B, SPECIAL PREQUALIFICATION, of the IFB Bidder Instructions document for specific requirements.

C. Hazardous Substances

All hazardous substances, including, but not limited to, solvents and paint debris shall be handled, stored and disposed of in strict compliance with Chapter 173-303 WAC (Dangerous Waste Regulations) and any local regulations that may apply.

19. LIQUIDATED DAMAGES

In view of the fact that the Vessel is an operating unit of WSF, it is essential that the Contract Work be completed during the period set forth in TIME OF ACCOMPLISHMENT OF WORK. In view of the foregoing, and because WSF finds it impractical to calculate the actual cost of delays, liquidated damages, in lieu of actual damages, shall be assessed against the Contractor in the amount of **Six Thousand Dollars (\$6,000.00)** for each and every calendar day that redelivery extends past the Redelivery Date. Liquidated damages will not be assessed for any days for which an extension of time is granted.

20. WAGE RATES

This Contract is subject to applicable prevailing wage rates, as shown on the document attached hereto and incorporated herein as **Exhibit "A"**. Please refer to **Exhibit "A"** for the provisions and laws pertaining thereto.

(END)